

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CENTRAL COUNTY EMERGENCY 911 DISPATCHING CENTER

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Manager is hereby authorized to enter into and execute an agreement with Central County Emergency 911 Dispatching Center.
- Section 2.** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after the date of its passage.

1st Reading this 08th day of January 2024

2nd Reading this 08th day of January 2024

3rd Reading, PASSED and APPROVED, this day of **2024**

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

Central County Emergency 911

Emergency Fire and Ambulance Dispatching Center

November 21, 2023

Jason C. Nettles

Executive Director

Berkeley Fire Department
8401 Airport Road
Berkeley, MO 63134
Attention: Chief Linhardt

Subject: Contract Billing

Dear Chief Linhardt:

I hope this letter finds you well. I am writing to address a matter of concern regarding your contract and to notify you of the action taken by our Board of Directors at their November 15, 2023, meeting. We believe you will find this is fair and reasonable for both parties. We have taken into consideration the recent property value assessments, which in many cases indicate a disproportionate increase in property values, which, in turn, affects the financial burden on many of our contract departments.

Acknowledging the need for equitable funding, we propose a modification to the contract terms that would limit billing increases in 2024 to 5 percent above the 2023 property assessments. This adjustment aims to strike a balance between ensuring adequate resources for the delivery of dispatching service and addressing the economic challenges faced by our member agencies.

We believe that such a limitation will enable us to maintain a sustainable financial commitment to your department while mitigating the impact due to the recent spike in property values. If you find this agreeable, a simple contract amendment stating these terms is attached.

Based on this one-time adjustment for 2024, your annual dispatching fees will be \$101,650.

Our Board of Directors also provided instruction for us to develop a committee to work on contract language and terms to address this issue in the future. If you require any further information, please do not hesitate to contact me.

Sincerely,



Jason Nettles
Executive Director

Cc: file

AMENDMENT TO CONTRACT BETWEEN
BERKELEY FIRE DEPARTMENT
AND CENTRAL COUNTY EMERGENCY 911 DISPATCHING CENTER

This amendment ("Amendment") is entered into on ____ December, 2023, and applies to the existing Agreement For Dispatching Services between Central County Emergency 911 Dispatching Center and **Berkeley Fire Department** ("District" or "Department").

1. The existing Agreement For Dispatching Services ("Agreement") is affirmed by Central County Emergency 911 Dispatching Center and **Berkeley Fire Department** and shall continue in effect according to the Agreement's terms. Except as explicating changed by this Amendment all terms of the underlying Agreement remain in effect.
2. However, the following amendment to the Agreement is agreed to by Central County and **Berkeley Fire Department**.
3. For calendar year 2024, the contractual payments due from **Berkeley Fire Department** to Central County shall be capped and shall not exceed the payments made by **Berkeley Fire Department** in 2023 plus a 5% increase in such payments. The term "payments" include any deferred Hancock Amendment amounts made, or to be made to Central County in or for 2023. This Amendment and cap are only for 2024 payments from **Berkeley Fire Department**.
4. In all other respects and for all other subsequent years the terms of the underlying Agreement remain in full effect.

CENTRAL COUNTY EMERGENCY 911 DISPATCHING CENTER

BY: _____ Date: _____

BERKELEY FIRE DEPARTMENT

BY: _____ Date: _____